



Visual Communications +

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4. DEFINITIONS

1. GENERAL

1.1 **Service Definition.** Verizon Visual Communications (Visual Communications) brings together Zoom Video Conferencing with Verizon's dial-in and dial-out reach for audio connectivity. Visual Communications provides a multipoint service that enables Customer to conduct a collaboration session allowing text, documents, data or images (collectively, data) to be transmitted via the Internet. A session may be used to provide data on a one-way, one-to-many, view-only basis or on a multipoint, many-to-many, collaborative basis. To initiate a session, a meeting Leader must have browser access to the Internet or the available Zoom Video Conferencing desktop/mobile applications. The meeting Leader and Participants may also access an accompanying audio conference bridge to join from a telephone. Customer's use of the Visual Communications features, including new features, whether or not listed herein, will be deemed as Customer's agreement to the terms and conditions related to such features and functions including, but not limited to, the then-current standard rates. Terms not defined herein are defined in Customer's Online Master Terms.

1.2 **Standard Service Features**

1.2.1 **Zoom Video Conferencing.** Zoom Video Conferencing (Zoom) is a cloud-based platform which delivers a complete collaboration experience, including, but not limited to, application sharing and video conferencing.

1.2.1.1 **License Subscription Options**

1.2.1.1.1 **Named User.** The Named User license subscription provides an identified Leader with a license granting the Leader access rights to the Zoom application and the ability to host an unlimited number of meetings each month, provided that the Leader may only host 1 meeting at any given time. Named User license subscriptions are individualized and may not be shared or used by anyone other than the Employee to whom the Named User license subscription is assigned. Named User license subscriptions are available with Pro, Business and Enterprise Meetings, as further described below.



1.2.1.1.2 **Active Host.** The Active Host license subscription allows Customer to pay only for the population that is actively using Zoom while making Zoom available for a base population of users defined by the Customer. The Active Host license subscription is only available with Enterprise Meetings.

1.2.1.2 **Meeting Service Options.** Verizon offers the following meeting service options with Zoom, subject to certain limitations based on the option selected. Customer must choose 1 of the following 3 meeting service options per Service instance:

	Pro Meetings	Business Meetings	Enterprise Meetings
Participant Count (Including Leader)	100	300	500
Minimum License Purchase	10	20	50
Base Webinar Included	No	No	Yes
Storage	1GB	1GB	Unlimited
License Subscription Availability	Named User	Named User	Named User, Active Host
Optional Add-Ons	Additional Cloud Storage, Cloud Room Connector, Rooms License, Large Meeting Add-on 500 and Large Meeting Add-On 1000, all Webinars	Additional Cloud Storage, Cloud Room Connector, Rooms License, Large Meeting Add-on 500 and Large Meeting Add-On 1000, all Webinars	Cloud Room Connector, Rooms License, Large Meeting Add-On 1000, all Webinars

1.2.1.3 Meeting Service Optional Add-On Features

1.2.1.3.1 **Large Meeting Add-On.** The Large Meeting Add-On allows Customer to increase the number of meeting participants that can join a meeting event. This add-on feature is charged on a per Named User basis.

1.2.1.3.2 **Cloud Room Connector.** Cloud Room Connector allows traditional H.323/SIP room systems to join Zoom meetings. This add-on feature is charged on a per concurrent device connection basis. Customer selects how many concurrent connections are required and the charge will be assessed on a monthly basis.

1.2.1.3.3 **Zoom Rooms.** Zoom Rooms is a software-based video conferencing room solution. By installing the Zoom Rooms application, Customer can use a tablet, a PC, monitor, and USB camera to create a video conference room. This add-on feature is charged on a monthly recurring basis based on the number of licenses ordered.

1.2.1.3.4 **Webinar.** The Webinar feature supports up to 100 panelists with video, voice and screen sharing to more than 10,000 attendees, depending on the option selected. It also enables Facebook Live and YouTube integrations. This add-on feature is charged monthly on a per Named User basis.



- 1.2.1.3.5 **Webinar Per Event.** The Webinar Per Event is equivalent to the Webinar feature but charged on a per event basis rather than a monthly recurring charge.
- 1.2.1.3.6 **Cloud Storage.** **Cloud Storage** allows Customers with Pro Meetings and Business Meetings to order storage with their service.
- 1.2.1.3.7 **Cloud Storage Overage.** Customers using Cloud Storage with their Business Meetings will be charged a per gigabyte fee for any storage over what they ordered.
- 1.2.1.4 **Zoom Operational Reports.** Operational Reports will be available on the Zoom Administrative Portal which is made accessible to Authorized Customer Representatives.
- 1.2.1.5 **Voice over IP.** Voice over IP (VoIP) is an audio feature that sends audio from a meeting over the Internet, instead of via the PSTN over a TDM-based telephone connection. The VoIP feature is integrated in the solution and may be accessed via computer using speakers or headphones with a microphone. Due to various regulatory impediments, VoIP is not available in all countries.

1.2.2 Verizon Audio Conferencing Access

- 1.2.2.1 **Audio Access for Zoom.** Verizon Audio Access for Zoom (Audio Access) provides audio connectivity for a user to connect between their calling station and the Zoom platform. The Audio Access service provides connectivity from and to the PSTN network to complete calls when necessary. Pricing is based on a per minute use basis. Leaders and Participants may access the Audio Access platform through the use of Local Freephone or Local Toll Access numbers. The Number Set assigned to Customer will be shared with multiple customers. Leaders and Participants may elect to have the Audio Access platform call out to them with the dial out option. If Customer utilizes Verizon-provided retail VoIP IP Trunking Service, traffic will be considered on-net and will not be assessed on a per minute of use charge for traffic originating from and terminating to calling stations associated with that service.
- 1.2.2.2 **Service Availability.** Audio Access is available in the United States (U.S.). Outside of the U.S., availability will vary country-to-country and Verizon will confirm (or deny) specific country availability upon Customer's request.

1.3 Customer Responsibilities

- 1.3.1 **Responsibility for Charges.** Customer shall be responsible for payment of rates, fees, charges and surcharges incurred for all use of Visual Communications Services, including without limitation unauthorized use of Visual Communications Services.
- 1.3.2 **Administration of Service.** Customer must identify the Site Administrator who will be responsible for all administrative duties for the Customer-specific service instance. The Site Administrator has control over the management of the user base and will perform such functions as adding or deleting Leaders, deleting or assigning roles of Hosts and enabling add-on features. The Administrator will manage the enablement of meeting controls, such as enabling and disabling recording, chat and notifications. Customer is responsible for managing the features made available.
- 1.3.3 **Call Recording Storage Policy.** Call recordings that are six months or older may be deleted by Verizon or its vendor with no prior notification to Customer. It is recommended that Customer downloads important call recordings prior to that time.

2. SUPPLEMENTAL TERMS



- 2.1 **Emergency Calling.** The calling features of Visual Communications are not voice services and cannot be used for making emergency calls. The calling features of Visual Communications can only be used to receive inbound calls and make outbound calls to and from the audio conference bridge.
- 2.2 **Protected Health Information (U.S. only).** If Customer is a HIPAA-covered entity, this provision will apply. Customer will not use the Service in a way that causes Verizon to create, receive, maintain, or transmit “protected health information” (“PHI”) that would make Verizon a “business associate” to Customer (as both terms are defined at 45 C.F.R. § 160.103). If Customer uses Conference Recording, Customer will prohibit the discussion of PHI. If PHI is discussed and recorded, Customer’s Moderator will delete all such references from the recording. In connection with Visual Communications, Verizon does not create, receive, maintain, or store Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009. Visual Communications is not equipped to store or otherwise maintain such PHI. Therefore, although it is possible for Customer to record PHI via a Conferencing recording feature, Customer agrees that neither it nor its Participants will use Visual Communications to engage in such recording or store PHI. To the extent this prohibition is violated, Customer is fully responsible for the consequences.
- 2.3 **On Line Password for Access to Service and CPNI.** At the time Visual Communications service is established, Verizon will provide Customer’s designated billing point of contact (Billing POC) with a Password, which Customer and the Billing POC may use to access Visual Communications services and obtain information about Visual Communication services on-line that may include Customer Proprietary Network Information (CPNI). In order for the Billing POC to receive the Password, Customer will name the Billing POC as a CPNI authorizer following the process set forth in the Agreement. Customer agrees that the Billing POC is also authorized to use the Password to establish Visual Communications for Customer personnel and to disclose the Password for Visual Communications and CPNI access to other personnel of Customer, and that such personnel are authorized by Customer to access Visual Communications and CPNI. Customer will be solely responsible for use and disclosure of the Password by Customer personnel.
- 2.4 **Zoom Terms of Service.** The Zoom Terms of Service shall govern Customer’s use of the Zoom service. The Terms of Service, including all policies, may be found on line at <https://zoom.us/docs/en-us/EULA-terms-of-service.html>.
- 2.5 **Call Recording.** Customer may, as an option, record the web and voice aspects of the conferences provided under this Service. Customer agrees to obtain the consent of all Participants, as required by applicable law, including any laws that prohibit the conditioning of consent for participation on the conference. Verizon will not be responsible to manage or delete Customer’s call recordings. Customer is responsible to ensure compliance with any applicable laws, regulations or policies specified herein with regard to call recordings, retention periods and deletion.
- 2.6 **Service Commitment Period**
- 2.6.1 **Service Commitment.** Unless otherwise stated in the Customer quote, the minimum Service Commitment period for Visual Communications is 12 months. In addition, and unless otherwise stated in the Customer quote, the minimum Subscription Period for Zoom Video Conferencing is 12 months, when the Named User license subscription is purchased. Alternatively, and unless otherwise stated in the Customer quote, the minimum Subscription Period for Zoom Video Conferencing is 24 months, when the Active Host license subscription is purchased. The Subscription Period begins on the day that Verizon notifies Customer that the Service instance is ready for use. If the length of Customer’s Subscription Period extends beyond the current Service Commitment period for Visual Communications, the Service



Commitment period for Visual Communications shall extend for the full duration of Customer's Subscription Period.

- 2.6.2 **Service Termination.** If (a) Customer terminates Visual Communications or the Agreement before the end of the Service Commitment period for reasons other than Cause; or (b) Verizon terminates Visual Communications or the Agreement for Cause before the end of the Service Commitment period pursuant to relevant sections in the Agreement or this Service Attachment, then Customer will pay, within 30 days after such termination, (i) an amount equal to the number of months remaining in the Service Commitment period multiplied by the applicable MRC, plus (ii) a pro rata portion of any and all applicable credits received by Customer.
- 2.6.3 **Service Non-Renewal Notice.** If Customer does not wish to renew its Zoom subscriptions, it must notify Verizon 45 days prior to the end of its current Subscription Period. If Customer fails to so notify Verizon, Customer shall be bound to pay applicable charges for the subscriptions at the newly-determined level for an additional 12 month period upon the expiration of its current Subscription Period. Notification must be made through the VEC.
- 2.7 **Verification.** Verizon may review pertinent Customer records during Normal Working Hours to verify Customer's usage of the Named User packages.

3 FINANCIAL TERMS

3.1 General

3.1.1 **Taxes- Primary Place of Use (U.S. only)**

- 3.1.1.1 In the case of conference calling services, Customer will designate in writing the primary place of use (PPU's) that should be used by Verizon for taxing purposes. If Customer does not designate any PPU's, Customer agrees that Verizon should use the headquarters location for taxing purposes. Further, Customer will use commercially reasonable efforts to maintain records that reasonably substantiate the location(s) designated as the PPU and provide such records upon request from Verizon in the event Verizon is required to demonstrate the accuracy of the PPU to government authorities on audit. In the event a government agency makes a determination that the PPU is wrong or not properly substantiated, Customer will be responsible for any additional Taxes, fees or surcharges plus penalties and interest imposed due to a change in PPU or taxable location at such time that Verizon is required to pay such assessment.
- 3.1.1.2 In the event Customer designates a PPU that is outside of the U.S., it remains the responsibility of Customer to comply with the laws of any tax jurisdiction in which it operates with respect to the applicability of all Taxes, including any requirement to self-assess or otherwise account for Taxes. In the event that any taxing or governmental authority asserts that Customer should have self-assessed or otherwise accounted for Taxes on any purchases made pursuant to this Agreement, Customer agrees to be responsible and hold Verizon harmless from and against any claim or liability (including the Tax and associated interest, penalties, or other charges) which may arise as a result of Customer's failure to self-assess or otherwise account for a Tax.
- 3.1.2 **Verizon Audio Conferencing Access Service Rates.** All per minute rates are per bridge port. Calculation of usage begins at the connect time of the first Participant and ends when the last Participant in the conference disconnects. If a computed charge includes a fraction of a currency unit, the fraction is rounded up to the nearest whole amount. All per minute charges will be rounded up to the next full minute.



3.1.3 Zoom License Subscription Model. Customer will pay a license fee per Leader license requested. Verizon has the right to invoice Customer for any number of Customer-assigned Leaders that are greater than the number of licenses ordered by Customer.

3.1.3.1 Active Host

3.1.3.1.1 Customer identifies a base population of users that could potentially use Visual Communications. The entire base population is then provisioned with a license and every user in the population is able to use the product at any time. Customer commits to initially pay for either 10%, 20% or 30% of the population for the first year of service. A higher initial commitment level leads to a lower per license fee. Customer also receives a discount based on the volume tier represented by the committed license volume. That tier is maintained through the life of the Contract. The tier is based on the number of committed licenses versus the number of users in the base population.

3.1.3.1.2 Customer usage is monitored in months 9, 10 and 11 of each contract year. The number of active users in each month will be averaged to determine the number of licenses the Customer must pay for in the following year. Each user that hosts at least one meeting will be counted as an active user.

3.1.3.1.3 The price per license will remain the same through the life of the Contract. However, the commitment level may be increased (trued up) in subsequent years based on the number of active users in the previous year.

3.1.3.1.4 In year two, the true up will be capped at 40% of the original base population regardless of actual true up usage. In years 3, 4 and 5, the true up is capped at 60%.

3.1.3.1.5 Customer may change the underlying population size, but the committed number of users cannot go below the actual billed licenses at the time of the change.

3.2 Optimized Services. Customer will pay the charges for Visual Communications as specified in the Service Order Form and/or the Agreement, and at the following URL, as applicable: https://enterprise.verizon.com/service_guide/reg/applicable_charges_toc.htm

4 DEFINITIONS. The following definitions apply to Visual Communications in addition to those identified in the Master Terms of the Agreement.

Terms	Definitions
Audio Conferencing	The ability to have multiple audio lines connected with each other for the purpose of having a multi-point phone call.
Administrative Portal	The Zoom Administrative Portal is a website made accessible to the customer identified administrator for the system. It enables the admin to make changes to the site, add/delete/modify users, pull reports, and support the overall management of the solution.
Capacity	The number of Participants that may attend each meeting.
Leader (or Host)	The Customer contact requesting a conference.
Local Freephone	The access method that allows meeting Participants to access a conference call via a number that is toll free in the United States and parts of Canada or freephone numbers globally.



Local Toll Access	The access method which provides the Leader or Participant with a direct dial number to the conferencing bridge.
Number Set	The phone numbers users will dial to reach the audio bridging platform.
Participant	Any Customer-authorized party joining a conference.
Password	An authorization code provided to Customer's Billing POC.
Subscription Period	A period of time for which Customer is committed to pay for a particular Standard Service Feature. A Subscription Period commences on the Service Activation Date of the Standard Service Feature to which it relates.
Site Administrator	Person responsible for all administrative duties for the Customer-specific website.